

VEDDER PRICE (CA), LLP  
 Heather M. Sager, Bar No. 186566  
 hsager@vedderprice.com  
 275 Battery Street, Suite 2464  
 San Francisco, California 94111  
 T: +1 415 749 9500  
 F: +1 415 749 9502

Attorney for Plaintiffs  
 STEEP HILL LABORATORIES, INC. and  
 JMICHAELE KELLER

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

STEEL HILL LABORATORIES, INC., and  
 JMICHAELE KELLER,

Plaintiffs,

v.

DAVID H. MOORE, an individual, and DOES  
 1 through 10, inclusive,

Defendants.

Case No. 3:18-cv-00373-LB

**PLAINTIFFS' CASE MANAGEMENT  
 STATEMENT**

Trial Date: None set.

Date Action Filed: December 20, 2017

AND RELATED COUNTERCLAIM.

The parties agree that the Court has subject matter jurisdiction over all claims and counterclaims pursuant to 28 U.S.C. §§ 1332(a)(3). No issues exist regarding personal jurisdiction or venue. All named parties have been served.

On December 20, 2017, Keller and Steep Hill filed a complaint against Defendant/Counter-Claimant David H. Moore ("Moore") in Alameda County Superior Court for (1) defamation, (2) invasion of privacy, (3) intentional interference with economic relations, (4) intentional interference with contractual relations, (5) civil stalking, (6) breach of contract and (7) intentional infliction of emotional distress. On January 4, 2018, Plaintiffs also obtained a temporary restraining order ("TRO") prohibiting Moore from (1) maintaining any website

1 including defamatory statements about Plaintiffs, including taking down the website  
 2 <http://davidhmoore.weebly.com/meeting-matrix.html> and all related content; (2) distributing any  
 3 type of defamatory communication about Plaintiffs, including flyers and e-mails; and (3) going  
 4 within 100 feet of Plaintiff Keller or of Steep Hill Laboratories, Inc.'s business address.  
 5 Defendant removed this case to the Northern District of California and filed an Anti-SLAPP  
 6 motion, which was denied, with the denial upheld on appeal. Defendant then filed cross-claims  
 7 against Steep Hill and Keller, stemming almost exclusively from Keller and Defendant's prior  
 8 business relationship, which ended in 2002. Keller is no longer employed by Steep Hill or  
 9 serving in any managerial or operational capacity for the business. Keller regularly resides in the  
 10 Netherlands. Moore regularly resides in Nevada.

11 The parties negotiated the terms of a settlement in around August 30, 2018. Moore,  
 12 however, refused to sign a long-form agreement memorializing the terms agreed upon via email  
 13 correspondence. On April 4, 2019, the parties participated in a telephonic Settlement Conference  
 14 before Hon. Laurel Beeler, at the close of which Moore agreed to accept the terms of the  
 15 previously-negotiated settlement. The only differing term was a lower cash payment to Mr.  
 16 Moore than had previously been negotiated. At the close of the Conference, Judge Beeler read  
 17 the material terms of the agreement into the record, with the parties to formalize a written, long-  
 18 form, agreement thereafter. On April 4, 2019, counsel for Plaintiffs circulated a proposed long-  
 19 form agreement to all parties (Moore, Steep Hill, and Keller), seeking signature on same. None  
 20 of the parties have signed the agreement to date.

21 Moore will not execute the proposed agreement. Rather, on April 11, 2019, Moore  
 22 informed counsel for Plaintiffs he would no longer agree to the terms read into the record  
 23 (namely, he would not agree to any liquidated damages). He then asked that the parties insert a  
 24 provision requiring Keller to pay \$25,000 in liquidated damages to Moore if Keller sought to  
 25 enforce the settlement terms/pursue a breach of same in any court other than before Judge Beeler.  
 26 This was not discussed amongst the parties and was never agreed upon as a term of settlement at  
 27 any point in the case. Counsel for Plaintiffs informed Moore they would discuss this new term  
 28 with Plaintiffs and revert with a response.

1 As of April 25, 2019, Keller no longer agrees with the terms of the settlement and is not  
2 willing to formalize any agreement with Moore. From April 4 to present, Keller has not  
3 responded directly to correspondence from counsel in this litigation (he is represented by another  
4 firm in the context of other Steep Hill matters and that counsel is now corresponding with the  
5 undersigned). Via his attorney in the other matter(s), where we understand him to be adverse to  
6 Steep Hill, Keller states that he neither agreed with the terms of the Moore settlement nor  
7 authorized a settlement to be made in the first place.

8 Given the foregoing, counsel of record for Plaintiffs respectfully asks that this Court set a  
9 Conference of all parties, requiring each party's (telephonic or in-person) appearance to discuss  
10 the above issues and resolve any questions regarding the status of this litigation. Counsel for  
11 Plaintiffs is approaching the point of an irreversible conflict that will prevent continued  
12 concurrent representation of Steep Hill and Keller in this matter and hopes the Court can assist  
13 the parties in a focusing on a reasonable resolution of this dispute.

14 Dated: May 9, 2019

VEDDER PRICE (CA), LLP

15  
16 By: /s/ Heather M. Sager  
Heather M. Sager

17  
18 Attorney for Plaintiffs  
19 STEEP HILL LABORATORIES, INC. and  
20 JMICHAELE KELLER  
21  
22  
23  
24  
25  
26  
27  
28